

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

YAACOV APELBAUM, a New York resident,
and XRVISION, LTD., a New York
corporation,

Plaintiffs,

v.

STEPHANIE LAMBERT, a Michigan resident,
and THE LAW OFFICE OF STEPHANIE L
LAMBERT, PLLC, A Michigan professional
limited liability company, and BILL
BACHENBERG, a Pennsylvania resident,

Defendants.

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JOINT DECLARATION OF JOHN C. BURNS AND TODD A. STUART

1. The undersigned are John C. Burns, Esq. and Todd A. Stuart, Esq. (together, Plaintiffs' Counsel). We are each over 18 years of age and competent to testify about the matters discussed herein.

2. On the evening of June 11, 2025, attorney Tom Siver, on behalf of Defendant Bill Bachenberg, sent an email communication to Plaintiffs' Counsel seeking a joint stipulation in support of an order dismissing Defendant Bachenberg from the case, in exchange for a payment of \$500,000.00. ("Settlement Funds"). *See*, **Exhibit 1-A**, Emails: Offer of Settlement and Acceptance.

3. Plaintiffs' Counsel informed Siver that same evening that his offer of settlement was accepted and that Plaintiffs would execute such stipulation upon receipt of the Settlement Funds. *Id.*

4. Plaintiffs' Counsel also informed Siver that some edits would need to be made to his proposed joint stipulation because there were name and contact errors in the document, and because Plaintiffs also sought to edit the language in the stipulation to make absolutely clear that the stipulation for dismissal only affected Defendant Bill Bachenberg and no other Defendant. *See, generally*, **Exhibit 1-B**, Email Correspondence.

5. Attorney Siver, on behalf of Defendant Bachenberg, fully agreed to these edits both verbally and in writing. *See, for e.g.*, **Exhibit 1-A** at p. 16. ("this order is only for Bill, and he doesn't speak for attorney Lambert and doesn't need to make any reference to her case").

6. Upon reaching the agreement to dismiss Defendant Bachenberg, the latter then transferred \$500,000.00. to Plaintiffs, making repeated demands upon Plaintiffs to file the stipulation for dismissal as soon as possible.

7. Plaintiffs' Counsel made the agreed upon edits, and submitted the finalized document to Attorney Siver after the funds cleared, whereupon Siver suddenly made an about face, objecting to the document and seeking to renegotiate the settlement to include a dismissal with prejudice as to the Lambert Defendants as well.

8. This latter request had **never** been part of the settlement negotiations and was never agreed to by Plaintiffs. Attorney Siver sought this new additional consideration after Plaintiffs and Defendant Bachenberg had already agreed to a settlement as to Bill Bachenberg only.

9. Defendant Bachenberg has performed on the contract between Plaintiffs and himself, and it only remains for Plaintiffs to seek Defendant Bachenberg's dismissal, pursuant to the agreed upon settlement.

10. The undersigned swear or affirm under penalty of perjury that the foregoing is true and correct to the best of their knowledge.

Dated: June 18, 2025

Signed: /s/ John C. Burns /s/ Todd A. Stuart